

Electronically Recorded

Tarrant County Texas

Official Public Records

8/5/2010 11:00 AM

D210189391

PGS 2 \$20.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL, GAS AND MINERAL LEASE

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

WHEREAS, Richard E. Anderson, hereinafter referred to as "Lessor" (whether one or more), heretofore executed an Oil, Gas and Mineral Lease, dated the 8th day of March, 2005, as evidenced by a Memorandum of Oil And Gas Lease of even date, and recorded as Document Number D205129512, Official Public Records, Tarrant County, Texas, hereinafter referred to as "The Lease", whereby Lessor leased certain lands described therein to Antero Resources I, LP (now known as XTO Energy Inc.) hereinafter referred to as "Lessee".

WHEREAS, the Last Sentence of Paragraph 8 of the Exhibit "A" attached to "The Lease" reads as follows, to-wit:

In addition, Lessee agrees to pay Lessor additional damages in the amount of \$5,000.00 for each off-lease well drilled by Lessee, **however any said off-lease well to be drilled by Lessee shall be drilled within two (2) years from the date of first sales of the initial well completed upon the herein drillsite.**

And,

WHEREAS, it is the desire of the above parties to amend the Last Sentence of Paragraph 8 of the Exhibit "A" attached to "The Lease" to read as follows, to-wit:

"In addition, Lessee agrees to pay Lessor additional damages in the amount of \$5,000.00 for each off-lease well drilled by Lessee.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend The Lease by amending the Last Sentence of Paragraph 8 of the Exhibit "A" attached to "The Lease" to read as stated above.

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby, adopt, ratify and confirm The Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in The Lease and as amended hereby, and the undersigned hereby declare that The Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

This instrument may be executed as one document signed by all parties or this instrument may be executed in multiple counterparts, with the same force and effect as if all parties

SEALED
JUL 10 2010

executed the same instrument. One original of this document with a signature page and acknowledgment page for each of the undersigned attached thereto shall be deemed to constitute one instrument for recordation in the Official Records of Tarrant County, Texas.

Dated on the acknowledgment date of the undersigned.

LESSOR:

Richard E. Anderson
Richard E. Anderson

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on the 14th day of March, 2008, by Richard E. Anderson.

Pauline Van Gerpen
Notary Public, State of Texas

